

Tommy Bahama®

August 10, 2016

Samsung C&T America, Inc.
1430 Broadway, 22nd Floor
New York, New York 10018-3308
Attn: Michael Hahn, Vice President

Re: License Agreement between Tommy Bahama Group, Inc. &
Tommy Bahama Global Sourcing Limited and TB Footwear LLC

Dear Mr. Hahn:

This will confirm that Tommy Bahama Group, Inc. & Tommy Bahama Global Sourcing Limited (collectively, "Licensor") is party to a Trademark License Agreement with TB Footwear LLC ("Licensee"), executed on or about July 25, 2016 (the "License Agreement"), under which Licensee has been granted the right to use the TOMMY BAHAMA Marks in connection with the manufacture, advertising, promotion, sale, offering for sale, and distribution in the Territory (including the United States and Canada) of men's and women's footwear, subject to the terms and conditions of the License Agreement. All capitalized terms not defined herein shall have the meanings given to them in the License Agreement.

Licensee has advised Licensor that it is party to a business agreement with Samsung C&T America, Inc. ("SCTA") pursuant to which SCTA provides certain services (including without limitation financing of manufacturing, purchasing, importing, logistics, warehousing, credit approval, invoicing, and account receivable collection) to Licensee, and pursuant to which SCTA is or may be the purchaser, importer of record and invoicing party for the Licensed Products.

In consideration of the benefits Licensor expects to receive in connection with its ongoing relationship with Licensee under the License Agreement, Licensor hereby grants to SCTA the limited right and authorization until the earlier of (i) the expiration or termination of the License Agreement, (ii) the expiration or termination of SCTA's business agreement with Licensee or (iii) written notice from Licensor of revocation of the right and authorization granted hereunder, to finance the manufacture of, purchase, import, sell, distribute, and invoice Licensed Products to the Normal Channels of Distribution within the Territory, solely based on orders submitted by Licensee, in accordance with the applicable terms of the License Agreement. SCTA and Licensee each agree to provide prompt written notice to Licensor of any expiration or

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termination of SCTA's business agreement with Licensee or any material modification of the services provided by SCTA to Licensee.

Notwithstanding anything to the contrary in the License Agreement, (upon termination of the authorization granted under this letter agreement for any reason whatsoever SCTA shall be entitled to sell its then-existing inventory of Licensed Products, including Licensed Products in a warehouse, in-transit, ready to ship, work-in-progress or for which a firm order has been placed (the "Remaining Inventory"), either directly to customers on its own or based on orders submitted by Licensee, for a period of one hundred twenty (120) days after the effective date of such termination or expiration (the "Sell-Off Period"), in accordance with and subject to the applicable provisions set forth in Sections 20.3 and 20.4 of the License Agreement (including without limitation Licensor's right to purchase all or any portion of such inventory pursuant to Section 20.3(c) of the License Agreement). Notwithstanding anything to the contrary, SCTA's rights to sell the Remaining Inventory during the Sell-Off Period shall be conditioned on (x) SCTA providing prior written notice to Licensor of its exercise of the Sell-Off Period rights pursuant to this letter and (y) in the event the License Agreement expires or is terminated and Licensee is not entitled to exercise its sell-off rights pursuant to the License Agreement, SCTA's timely payment of all Earned Royalties (as contemplated pursuant to Section 8.2 and Exhibit G of the License Agreement) due in respect of the Net Sales of Remaining Inventory by SCTA during the Sell-Off Period.

For avoidance of doubt, Licensee shall at all times remain responsible for the performance of all of its duties and obligations under the License Agreement according to its terms, including without limitation payment of royalties (including in respect of any sales of Licensed Products by SCTA pursuant to this letter, except as set forth in the last sentence of the preceding paragraph), and SCTA shall not be required to pay Licensor any Guaranteed Royalty or any other amount due to Licensor from Licensee under the License Agreement, except the Earned Royalty on any sales of Remaining Inventory during the Sell-Off Period, if applicable (which Earned Royalty obligations, for avoidance of doubt, shall not duplicate any amounts paid by Licensee in respect of such sales).

In the event the License Agreement is terminated, or if a termination notice is issued by Licensor under the License Agreement, Licensor and Licensee will promptly notify SCTA (at the address specified in the preamble or any other notice address of which Licensor and Licensee have been notified in writing by SCTA) in writing of such event.

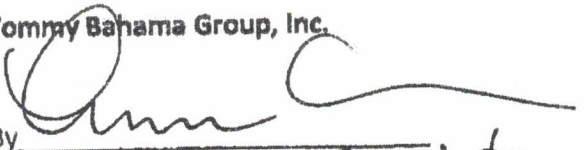
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Except as expressly set forth herein, the License Agreement shall remain in full force and effect in accordance with its terms. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

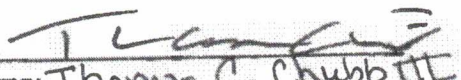
Please acknowledge your agreement to the terms of this letter by executing below and returning a copy to the Licensor, whereupon the terms set forth herein shall become binding on the parties hereto.

Very truly yours,

Tommy Bahama Group, Inc.

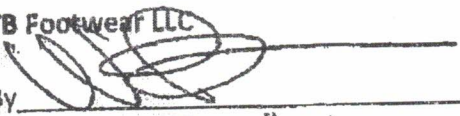
By 
Name: Chrisann Furciato
Title: SVP

Tommy Bahama Global Sourcing
Limited

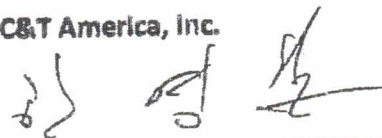
By 
Name: Thomas C. Chubb III
Title: Director

Acknowledged and Agreed to by:

TB Footwear LLC

By 
Name: Wayne Bailey
Title: COO

Samsung C&T America, Inc.

By 
Name: YOUNGCHOL (MICHAEL) KAHN
Title: VICE PRESIDENT